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### Revised:

Wednesday, September 1, 1999

Pursuant to [Rule 1007-1](#) of the Bankruptcy Local rules of the United States Bankruptcy Court for the Northern District of California, the judges of the [Oakland division](#) of this court have adopted and approved a form [Reaffirmation Agreement](#). This practice form shall be required to document any [Reaffirmation Agreement](#) for which court approval is sought pursuant to [Bankruptcy Code section 524\(c\)\(6\)\(A\)](#). Further, after November 1, 1999, the court may decline to approve any [Reaffirmation Agreement](#) that does not substantially conform to the approved practice form.

Please note, this form is applicable for cases **filed before October 17, 2005**. Please see the [Reaffirmation Agreement](#) for **cases filed on or after October 17, 2005**.

A [print-friendly version of the Reaffirmation Agreement](#) is available for downloading.

## REAFFIRMATION AGREEMENT UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA

Debtor's Name

Bankruptcy Case No.  
Chapter

Creditor's Name and Address

### Instructions:

1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.

2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

#### NOTICE TO DEBTOR:

This agreement **gives up the protection of your bankruptcy discharge** for this debt.

**As a result of this agreement, the creditor may be able to take your property or wages** if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

**You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later**, by notifying the creditor that the agreement is canceled.

**You are not required to enter into this agreement by any law**. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524 (c)).

**You are allowed to pay this debt without signing this agreement**. If you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on the property.

If the creditor has a lien on your personal property, you may have a right to **redeem** the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court. If you cannot afford to redeem the property with one payment, the reaffirmation agreement allows you to pay for the merchandise in monthly installments as agreed upon by you and the creditor.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

#### REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows.

## THE DEBT

Total Amount of Debt When Case was Filed \$ \_\_\_\_\_

Total Amount of Debt Reaffirmed \$ \_\_\_\_\_

Above Total includes the following:

Interest Accrued to Date of Agreement \$ \_\_\_\_\_

Attorney Fees \$ \_\_\_\_\_

Late Fees \$ \_\_\_\_\_

Other Expenses of Costs Relating to the  
Collection of this Debt (Describe) \$ \_\_\_\_\_

Annual Percentage Rate (APR) \_\_\_\_\_ %

Amount of Monthly Payment \$ \_\_\_\_\_

Date Payments Start \_\_\_\_\_

Total Number of Payments to be made \_\_\_\_\_

Total of Payments if paid according to schedule \_\_\_\_\_

Date Any Lien Is to Be Released if paid according to schedule \_\_\_\_\_

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any):

Payments on this debt [were][were not] in default on the date on which this bankruptcy case was filed. This agreement differs from the original agreement with the creditor as follows:

## CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (IF ANY)

Description of Collateral. If applicable, list manufacturer, year and model:

Value \$ \_\_\_\_\_

Basis or Source for Valuation \_\_\_\_\_

Current Location and Use of Collateral \_\_\_\_\_

Expected Future Use of Collateral \_\_\_\_\_

Check Applicable Boxes:

Any lien described herein is valid and perfected.

This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is \_\_\_\_\_.

## DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My Monthly Income (take home pay plus any other income received) is \$\_\_\_\_\_.  
My current monthly expenses total \$ \_\_\_\_\_, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [will][will not] impose an undue hardship on me or my dependents.

#### DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because \_\_\_\_\_

I believe this agreement is in my best interest because \_\_\_\_\_

I [considered][did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because \_\_\_\_\_

I [was][was not] represented by an attorney during negotiations on this agreement.

#### CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien [are][are not] attached. [If documents *are not attached*: The documents which created and perfected the security interest or lien are not attached because\_\_\_\_\_.]

#### SIGNATURES

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
(Name of Creditor)

Date\_\_\_\_\_

\_\_\_\_\_  
(Signature of Creditor Representative)

\_\_\_\_\_  
(Signature of Joint Debtor)

Date\_\_\_\_\_

Date \_\_\_\_\_

#### CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

\_\_\_\_\_  
(Signature of Debtor's Attorney, if any)

\_\_\_\_\_  
Date

ORDER APPROVING REAFFIRMATION AGREEMENT

(Not required if page 4 contains signed Certification of Debtor's Attorney, or if the debt is a consumer debt secured by real property.)

GOOD CAUSE APPEARING, it is Ordered that the above Reaffirmation Agreement is approved.

Date: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge

**File Attachment:**

 [reaffagreement91999\\_0.pdf](#)

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